



ST. JAMES PARK DESIGN COMPETITION

REQUEST FOR PROPOSAL **(Qualifications Based RFP)**

RFP: PRNS-ASD-05-23-16



Brief Description of Requirement: The City of San José Parks, Recreation and Neighborhood Services (PRNS) Department is sponsoring a Design Competition to re-envision the design and use of St. James Park. The top qualified candidates that respond to this RFP will be given an opportunity to compete in a juried design competition and will be given a \$25,000 stipend to fund plans and materials that will be submitted for the competition.

Timeline: Qualification Packets are due by Monday, May 23, 2016 at 5:00 p.m. Pacific Daylight Time. The competition is expected to follow the timeline below.

Activity/Month	April	May	June	July	Aug.	Sept.	Oct.	Nov.
Phase I								
Request for Qualifications								
Submittal Review								
Clarification/Negotiation								
Submittals Selected								
Phase II								
Submit Conceptual Plans								
Jury Selection								
Community Input								
Clarification/Negotiation								
Winner Announced								

Key Dates:

RFP release date:	April 22, 2016
Contact name: Address: Phone: E-mail address:	Kathy LéVeque, Supervising Planner Parks, Recreation and Neighborhood Services 200 East Santa Clara Street, 9th Floor San José, CA 95113-1903 (408) 793-5544 StJamesPark@sanjoseca.gov
Pre-submittal conference call: Date and Time: How to join:	All organizations that are interested in the Design Competition for St. James Park are encouraged to participate in a pre-submittal conference call. The conference call is scheduled for Friday, May 6, 2016, from 2:30 p.m. – 3:30 p.m. Pacific Daylight Time. To join the conference call: Dial (toll free) 1-888-251-2909 Participant code: 7832068
Deadline for questions and objections:	Friday, May 13, 2016 at 5:00 p.m.

RFP due date:	Monday, May 23, 2016
Time:	5:00 p.m. Pacific Daylight Time
Location:	Kathy LéVeque, Supervising Planner Parks, Recreation & Neighborhood Services 200 East Santa Clara Street, 9th Floor San José, CA 95113-1903

1 **INTRODUCTION**

The City of San José Parks, Recreation and Neighborhood Services (“PRNS”) Department is sponsoring a two phase Design Competition to reconsider the design and use of St. James Park (the “Park”). Phase I involves selection of qualified candidates. The top qualified candidates will be given a \$25,000 stipend (each) to partially fund participation in Phase II of the competition. PRNS expects to select three to four candidates to participate in Phase II, but the actual number may vary depending on the quality of responses or ability to perform.

2 **BACKGROUND**

St. James Park is a community park serving Downtown San José. Past and planned changes in downtown land use, and demographic changes in the vicinity of the Park have prompted the City to initiate this design competition to ensure that the downtown area and San José community needs are most effectively addressed. The City is pleased with the existing park master plans for St. James Park, but is interested in exploring new ideas that may better serve the community.

Figure 1: St. James Park – Aerial Image



There are several key considerations that affect planning for the Park:

1. The Park is a part of the St. James Square National Register Historic District and the St. James Square City Landmark District. The Park has a rich history, and a number of historic landmark buildings surround the Park.
2. Over the past several years, St. James Park has seen an increase in social challenges and is not frequently used by area residents outside of specifically planned activation events.
3. The City is working with the St. James Park Advisory Committee and the community to develop a strategy for the revitalization of St. James Park, which includes a music pavilion and other capital improvements; park safety; park activation; funding for maintenance and operations; public-private stewardship; and making the Park a destination spot for the community.
4. The City is currently working with the community and the Levitt Pavilions national nonprofit organization to install a Levitt Pavilion in St. James Park.

The City will entertain proposals that maintain or depart from the existing plans and site conditions as long as the resultant designs exhibit a coherent approach and quality outcomes and maintain the integrity of the historic designation. The City Council has adopted historic design guidelines that were developed in consideration of the park and the surrounding area's historic status and significance. Do not feel bound by the existing Master Plans or the need to abandon them; we are looking for creative solutions that have context appropriate, cost effective and implementable design solutions for St. James Park based, in part, on past knowledge as expressed in existing planning documents. The following information is available for use by interested parties at:

<http://www.sanjoseca.gov/index.aspx?NID=5027>.

- Historical Evaluation: St. James Park Fountain (2016)
- Levitt Pavilion San José Steering Committee Update to City Council (2016)
- St. James Park Revitalization Strategy Memo (2015)
- A Roadmap for St. James Park, SPUR (2015)
- Environmental Noise Analysis: Saint James Park Outdoor Music Events (2015)
- Levitt Pavilion Exploratory Report (2014)
- Re-Activating St. James Park: A Community Café Proposal (2014)
- Downtown Design Guidelines (2004)
- San Jose Downtown Historic Design Guidelines [DRAFT] (2004)
- Downtown San Jose Historic District Design Guidelines (2003)
- St. James Park Master Plan Update (2002)
- Saint James Park San Jose Historical Analysis (2001)
- [Downtown] Strategy 2000
- Historic and Architectural Design Analysis for a Proposed Playground (2000)
- St. James Square Historic Design Guidelines (1989)
- St. James Park Master Plan (1985)
- Levitt Pavilions Site & Structure Requirements
- The Secretary of the Interior's Standards (SIS) for the Treatment of Historic Properties and the SIS Guidelines for the Treatment of Cultural Landscapes

2.1 Vision, Goals and Objectives

The design competition and resulting products will be governed by the following Vision, Goals and Objectives.

2.1.1 Vision Statement

The City of San José Parks, Recreation and Neighborhood Services (PRNS) Department will transform St. James Park into a vibrant and awe inspiring public space that residents and employees in Downtown and the entire community will be proud of and will want to enjoy repeatedly with family, friends and neighbors.

2.1.2 Goals

The successful submittal will balance visionary and practical considerations to:

1. Inspire everyday use and enjoyment of St. James Park;
2. Celebrate San José's history and future; and
3. Reinforce a vibrant, dynamic downtown.

2.1.3 Objectives

A successful project will:

1. Provide facilities and spaces that are inclusive and accessible;
2. Build on existing assets, previous plans and proposals for the area, as well as recent community input;
3. Address challenges associated with implementing master plan components;
4. Provide context appropriate responses to not only the physical setting, but also the social setting;
5. Create a visionary plan to revitalize St. James Park in the context of an urban park within an historic setting that includes a flagship music venue;
6. Accommodate diverse and flexible programming needs; and
7. Address practical considerations that could interfere with project implementation.

2.1.4 Jury

Candidates in Phase II of the design competition will have the opportunity to present their proposals in front of the jury. The jury which will evaluate the Phase II design competition proposals is anticipated to comprise of:

1. Nationally known architects and landscape architects
2. Representatives from the Levitt Pavilion nonprofit organization
3. A local well-recognized nonprofit
4. An architecture critic
5. The City of San José

Clarification: For the purpose of this RFP, the City of San José offers the following clarifications;

- Candidate – An individual, company, or team;
- Public Space – Includes parks, plazas, outdoor recreation facilities, or similar improvements;
- CEQA – The City of San José will prepare environmental analysis in compliance with the California Environmental Quality Act (CEQA) under a separate contract.

3 MINIMUM QUALIFICATIONS

Candidates must possess a valid license to practice one of the following professions in the state of California or comparable certification [e.g. Council of Landscape Architecture Registration Boards (CLARB) certification]:

- Landscape architecture,
- Architecture, or
- Civil engineering.

The competition is open to all candidates who meet the following criteria:

- Have had at least one park design constructed within the last 5 years.
- Have previously received an award(s) for design of public spaces or have had work published in a national design magazine.
- Have experience working in an historic context.
- Have experience working on a performing arts venue.

Design teams are expected to reflect the scope and complexity of the project and may be interdisciplinary. Submittals should embody a high quality and creative design philosophy while reflecting the pragmatic necessities of implementation.

4 PHASE I SUBMITTAL REQUIREMENTS

4.1 Submittal Requirements

Prepare and submit text, images, graphics, tables and schedules to demonstrate you are qualified for the competition. Materials must fit on no more than 24, 8.5" x 11", pages. Alternative submittal formats will be accepted provided they don't exceed the space allocation of 24, 8.5" x 11", sheets of paper (e.g. 2,244 square inches). Submit five (5) hard copies and an electronic copy on a flash drive or CD.

4.2 Cover Letter

Introduce yourself, your firm or your team and include any information you think relevant to this RFP. At a minimum, the cover letter shall identify the person to whom the City should direct questions and correspondence, including their mailing address, telephone number and e-mail address.

4.3 Candidate Description

Describe the firm, team or individual that will lead the design and construction of the project and the reasons why they are uniquely qualified to participate in the competition.

- Professional License: Submit a current license (or license number) and valid dates to practice one of the following professions by the state of California [or comparable certification (e.g. CLARB Certificate):
 - Landscape architecture,
 - Architecture, or
 - Civil engineering.
- Project Staffing: Provide resumes for key individuals who will play an active role in the project. Identify by % of effort what portion of overall work they would undertake.

4.4 Approach and Understanding

Describe how you have approached planning for and designing improvements on similar projects. For St. James Park, we expect the following tasks to have particular relevance:

- Identifying issues, opportunities and constraints
- Establishing design objectives that will govern your work
- Identifying desired outcomes
- Incorporating community input
- Addressing historic resources
- Responding to social issues
- Improving circulation and connectivity
- Addressing urban park needs within an historic setting
- Addressing how the performance venue functions within the context of the larger park, and how the park will serve everyday needs, even when the performance venue is not in use

4.5 Experience

Provide examples of past and present work and references as follows:

- Three examples of public space projects of similar scale, level of detail or programmatic functions to St. James Park. At least one example should have been constructed in the last 5 years, or is currently being constructed.
- Ideally, one project example will demonstrate the ability to successfully address challenges associated with urban parks, performance venues, or historic settings,
- Using Attachment E, include references for three projects, including one reference for a project that has been constructed.

4.6 Other

Identify other experience, expertise, or qualifications that distinguish your submittal from others.

5 COMPENSATION AND WORK HOURS, PHASE II SUBMITTAL REQUIREMENTS

The top qualified candidates will be selected to participate in Phase II of this process, a juried design competition. Before commencing work, selected candidates will enter into a contract with the City that describes in detail the scope of work, including the deliverables and timeline required for compensation. Selected

candidates will be given \$25,000 within thirty (30) days of City approval and acceptance of the work identified in the contract. These funds are intended to offset some of the Phase II costs including, but not limited to, time, travel expenses, and preparing the deliverables identified in the contract. The items listed below are the general requirements of the Phase II design competition.

Vision Statement: Provide a Vision Statement (1 page) describing the vision you would express for St. James Park. Include graphic depiction of your vision for St. James Park. Through print media (e.g. image boards, illustrations, or other), communicate your vision for:

- Natural and human environments;
- Use and activities; and
- Landscape and structural forms.

Implementation Plan: Describe your assumptions related to the following:

- | | | |
|----------------------|---------------|----------------------|
| ○ Maintenance | ○ Noise | ○ Urban Environments |
| ○ Water Conservation | ○ Circulation | ○ Performance Venues |
| ○ Material Selection | | ○ Historic Setting |

Plan Sets: Prepare and submit Conceptual Plan drawings (anticipated scale of 1:30) identifying uses, facilities, amenities, and features. The plans should include the Levitt Pavilion and a fountain or interactive water feature. Include plan views and sections as appropriate. Submit two perspectives or renderings that identify key design concepts.

Cost to Construct: Submit an opinion of a probable cost range for constructing the Conceptual Plan. The opinion should identify key project components including the following:

- Site Preparation
- Plant Materials
- Hardscape
- Features
- Equipment

6 TERM OF AGREEMENT

The top qualified candidates (anticipated to be three to four) will be invited to enter into an agreement (Phase II of the Design Competition) to develop conceptual plans for St. James Park using a stipend provided by the City. It is anticipated that the term of this agreement will be established at the time of the award.

7 HOW TO OBTAIN THIS RFP

This RFP may be downloaded from the BidSync solicitation posting system. Proposers must register with BidSync at www.BidSync.com. If you have a problem registering online, contact BidSync directly toll-free at (800) 990-9339 or by email at info@bidsync.com.

All addenda and notices related to this procurement will be posted by the CITY on BidSync. In the event that this RFP is obtained through any means other than BidSync, the CITY will not be responsible for the completeness, accuracy, or timeliness of the final RFP document.

Prospective subcontractors should note that once registered with BidSync, they will be able to view all organizations (with name and contact information) downloading the RFP document.

8 PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

All questions/inquiries must be made through the Contact listed on the cover sheet of this document, via BidSync. Contact with representative(s) other than the name listed in this RFP is grounds for disqualification. The City will provide a written response to all questions in the form of an Addendum. Questions answered on BidSync shall be considered addenda to the RFP.

9 OBJECTIONS

9.1 Any objections as to the structure, content or distribution of this RFP must be submitted in writing to the Contact listed on the cover sheet of this document. Objections must be as specific as possible, and identify the RFP section number and title, as well as a description and rationale for the objection.

9.2 All objections, questions and inquiries must be received by the deadline stated on the cover sheet.

10 ADDITIONAL SUBMITTAL REQUIREMENTS

10.1 You must respond to this RFP by the due date and time as stated on the cover sheet of this document in order for your proposal to be considered. Proposal submittal requirements for Phase I are outlined in Section 3 of this RFP, and Phase II submittal requirements are outlined in Section 5 of this RFP. Proposals must be submitted and addressed to the attention of the Contact listed on the cover sheet of this document, clearly labeled RFP: PRNS-ASD-05-23-16.

10.2 Using Attachment E, include references for three projects, including one reference for a project that has been constructed.

10.3 Attachments

10.3.1 Attachment A – Proposal Certification

10.3.2 Attachment B – Cost Form (Required only for Phase II).

10.3.3 Attachment C – Request for Contracting Preference for Local and Small Businesses

10.3.3.1 Submit this form with your proposal only if you wish to be considered for this preference. It may not be submitted late.

10.3.4 Attachment D – City's Terms and Conditions; Exhibit D, Insurance Provisions

10.3.4.1 Selected consultant will be required to enter into an agreement with the City containing the terms and conditions and insurance provisions set forth in Attachment D. If you have any exceptions to the standard terms and conditions you must note them in your proposal. If there are no exceptions, submit the first page of each Attachment stating "No Exceptions".

10.3.5 Attachment E - Previous Customer Reference Worksheet

10.3.6 Attachment F – Conflict of Interest Form

11 SELECTION PROCESS AND EVALUATION CRITERIA

11.1 SELECTION PROCESS

11.1.1 City staff will evaluate proposal submissions. The City reserves the right to interview prospective candidates prior to making its selection. The City also reserves the right to rely on information from sources other than the information provided by the respondents.

11.1.2 Responses will be evaluated as outlined in this section.

11.1.3 Final award shall be contingent upon selected candidates accepting Terms and Conditions in substantial conformity to the terms listed in Attachment D of this RFP.

11.1.4 City reserves the right to accept an offer in full, or in part, or to reject all offers.

11.2 EVALUATION CRITERIA

Criteria	Description	Relevance
Base Screening		
Responsiveness	Did the submittal adhere to and address submittal requirements?	10%
Experience	Did the submittal demonstrate experience in designing and building similar park facilities?	35%
Approach	Does the Approach demonstrate: Understanding of the setting and issues associated with the Park? A commitment to quality and creativity? Clarity and thoroughness? Adequate capacity to commit necessary resources to the project?	25%
Practicality	Did the submittal demonstrate an understanding of the practical considerations associated with this type of project?	10%
Innovation	Did the proposal demonstrate unique or distinguishing understanding of the site	10%

	and project challenges? Was the project inspiring or innovative?	
Local Businesses ¹	Do you have a San José Business Tax Certificate and an office in Santa Clara County with at least one employee?	5%
Small Businesses	Are you a local business with 35 or fewer employees?	5%

- Before advancing to Phase II, the City will check project references. Negative references could result in disqualification.
- Should any of the top qualified candidates decline to participate in Phase II, the next highest ranking candidate may be offered an opportunity to compete.

12 GROUND FOR DISQUALIFICATION

12.1 All Proposers are expected to have read and understand the "Procurement and Contract Process Integrity and Conflict of Interest", Section 7 of the Consolidated Open Government and Ethics Provisions adopted on August 26, 2014. A complete copy of the Resolution 77135 can be found at:

<http://www.sanjoseca.gov/DocumentCenter/View/35087>

12.2 Any Proposer who violates the Policy will be subject to disqualification. Generally, the grounds for disqualification include:

12.2.1 Contact regarding this procurement with any City official or employee or Evaluation team other than the Procurement Contact from the time of issuance of this solicitation until the end of the protest period.

12.2.2 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms, or conditions of this proposal.

12.2.3 Influencing any City staff member or evaluation team member throughout the solicitation process, including the development of specifications.

12.2.4 Evidence of submitting incorrect information in the response to a solicitation or misrepresent or fail to disclose material facts during the evaluation process.

¹ <https://www.sanjoseca.gov/index.aspx?nid=4462>

12.3 In addition to violations of Process Integrity Guidelines, the following conduct may also result in disqualification:

12.3.1 Offering gifts or souvenirs, even of minimal value, to City officers or employees.

12.3.2 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City.

12.3.3 Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal.

12.3.4 Proposer's default under any City agreement, resulting in termination of such Agreement.

13 CONFLICT OF INTEREST

13.1 In order to avoid a conflict of interest or the perception of a conflict of interest, Proposer(s) selected to provide services under this RFP will be subject to the following requirements:

13.2 The Proposer(s) selected under this RFP will be precluded from submitting proposals or bids as a prime contractor or subcontractor for any future procurement with the City if the specifications for such procurements were developed or influenced by the work performed under the agreement(s) resulting from this RFP.

13.3 Proposer(s) may not have any interest in any potential Proposer for future City procurements that may result from the work performed under the agreement resulting from this RFP.

13.4 In order to determine whether such interest may exist, all Proposers must complete the attached Conflict of Interest Form (Attachment F).

14 GENERAL INFORMATION

14.1 The successful Proposer will be required to demonstrate evidence of insurance in accordance with the insurance provisions listed in Attachment D (Exhibit D).

14.2 All costs associated with responding to this request are to be borne by the Proposer.

14.3 It is the City's policy that the selected candidate shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of San José contracts.

15 LOCAL AND SMALL BUSINESS PREFERENCE

Chapter 4.12 of the San José Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference shall be 5 points if the business is local and an additional 5 points if the business is small. In order for the Proposer to be eligible for local and/or small business preference, the Proposer must complete Attachment C, Request for Contracting Preference for Local and Small Businesses. If the Proposer fails to complete this form and submit it with the proposal, the Proposer will be denied consideration for local/small business preference. This information cannot be submitted later.

The preference shall only be considered for the prime Proposer(s). However, in the event that the proposing firm is a Joint Venture (JV) or Partnership as indicated on the Proposal Certification Form (Attachment A), then the Local Preference shall apply if any one of the firms in the JV or

Partnership meets the definition for a local business. In order for a JV or Partnership to be considered for the Small Business Preference, then the aggregate of all of the employees that make up the JV or partnership must meet the definition for a small business.

16 PUBLIC NATURE OF PROPOSAL MATERIAL

16.1 All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act (Cal. Government Code section 6250 et seq.) All documents that you send to the City will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

16.2 Therefore, any proposal which contains language purporting to render all or significant portions of their proposal "Confidential", "Trade Secret" or "Proprietary", or fails to provide the exemption information required as described below will be considered a public record in its entirety subject to the procedures in Section 16.5.

16.3 Do not mark your entire proposal as "confidential".

16.4 The City will not disclose any part of any proposal before it announces a recommendation for award, on the ground that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a recommended award, all proposals received in response to this RFP will be subject to public disclosure. If you believe that there are portion(s) of your proposal which are exempt from disclosure under the Public Records Act, you must mark it as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if you submit trade secret information, you must plainly mark the information as "Trade Secret" and refer to the appropriate section of the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption.

16.5 Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San José may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary", the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

17 PROTESTS

17.1 If an unsuccessful Proposer wants to dispute the award recommendation, the Protest must be submitted in writing to the Parks, Recreation and Neighborhood Services Department to the attention of Matt Cano no later than ten calendar days after announcement of the successful Proposer, detailing the grounds, factual basis and providing all supporting information. Protests will not be considered for disputes of proposal requirements and specifications, which must be addressed in accordance with the above Section. Failure to submit a timely written Protest to the contact listed below will bar consideration of the Protest.

17.2 The address for submitting protests is:

Attention: Matt Cano, Assistant Director
200 East Santa Clara Street, 9th Floor
San José, CA 95113

ATTACHMENT A

Certification

Proposing Firm Name:		
Address:		
Telephone:		
Facsimile:		
E-mail:		
Contact person name and title:		

PROPOSER REPRESENTATIONS

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither Proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the City.
4. Proposer did not receive unauthorized information from any City staff member or City Consultant during the Proposal period except as provided for in the Request for Proposals package, formal addenda issued by the City, or the pre-proposal conference.
5. Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.
6. Please check the appropriate box below:
 - ☐ If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.
 - ☐ If the proposal is submitted by a partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.
 - ☐ If the proposal is submitted by a corporation, it shall be signed in the corporate name by an authorized officer or officers.
 - ☐ If the proposal is submitted by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is submitted by a joint venture, the full names and addresses of all members of the joint venture shall be stated and it shall be signed by each individual.

By signing below, the submission of a proposal with all accompanying documents shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understand the RFP.

Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	
Complete additional signatures below as required per # 6 above	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	

ATTACHMENT B – COST FORM

Required Only for Phase II Submittals

(placeholder, example only)

Submit the project charges for which you wish to be considered.

Project	Description	Labor Category	Hourly Rate	Estimated Total Hours	Estimated Costs *
-	-		-	-	-
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-	-		-	-	-

* Non-labor

Total Cost

\$

- NOTES: 1. Pricing must be for total cost of project for which you are to be considered.
2. All pricing is "firm fixed" for a ____ year period and must account for all costs, include all labor as well as any additional reimbursable expenses/ administrative costs required to complete each task. (Labor rates must be all inclusive)
3. Consideration for local and small business preference will be applied to the total base bid by the City as applicable. Proposers must complete Attachment C to be eligible for this preference.
4. Only prices that appear on this City Cost Form will be considered. No other pages with prices and no attached price lists will be considered.
5. In the event of a conflict between unit and extended prices, unit prices shall prevail. The City will recalculate extended prices and correct accordingly.
6. Cost proposals shall be scored based Total Cost Proposal.

ATTACHMENT C – LOCAL AND SMALL BUSINESS PREFERENCE

City of San Jose Request for Contracting Preference for Local and Small Businesses															
<p>Chapter 4.12 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise* or Small Business Enterprise** and whether price has been chosen as the determinative factor in the selection of the vendor.</p> <p>In order to be a Local Business Enterprise (LBE) you must have a current San Jose Business Tax Certificate Number and have an office in Santa Clara County with at least one employee. If you qualify as an LBE you can also qualify as a Small Business Enterprise (SBE) if the total number of employees (<i>regardless of where they are located</i>) of your firm is 35 or fewer.</p> <p>There are two ways in which the preference can be applied. In procurements where price is the determinative factor (<i>i.e. there are not a variety of other factors being considered in the selection process</i>) the preference is in the form of a credit applied to the dollar value of the bid or quote. For example, a non-local vendor submits a quote of \$200 per item and a LBE submits a quote of \$204 per item. The LBE receives a 2.5% credit on the quote, which equals approximately \$5 and thus the LBE will win the award because the quote is evaluated as if it had been submitted as \$199.</p> <p style="background-color: yellow;">In procurements where price is not the determinative factor such, as an RFP, typically a variety of factors are evaluated to determine which proposal best meets the City's needs. In procurements such as these, a qualified LBE will be given 5% and a qualified SBE will be given an additional 5% of the total points in the scoring.</p>															
<p>The following determinations have been made with respect to this procurement: (for official use only)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Type of Procurement</td> <td style="width: 20%;"><input type="checkbox"/> Bid</td> <td style="width: 20%;"><input type="checkbox"/> Request for Quote</td> <td style="width: 30%;"><input checked="" type="checkbox"/> Request for Proposal</td> </tr> <tr> <td>Type of Preference</td> <td><input type="checkbox"/> Price is Determinative</td> <td colspan="2"><input checked="" type="checkbox"/> Price is Not Determinative</td> </tr> <tr> <td>Amount of Preference</td> <td>LBE preference = 2.5% of Cost SBE preference = 2.5% of Cost</td> <td colspan="2">LBE preference = 5% of Points SBE preference = 5% of Points</td> </tr> </table>				Type of Procurement	<input type="checkbox"/> Bid	<input type="checkbox"/> Request for Quote	<input checked="" type="checkbox"/> Request for Proposal	Type of Preference	<input type="checkbox"/> Price is Determinative	<input checked="" type="checkbox"/> Price is Not Determinative		Amount of Preference	LBE preference = 2.5% of Cost SBE preference = 2.5% of Cost	LBE preference = 5% of Points SBE preference = 5% of Points	
Type of Procurement	<input type="checkbox"/> Bid	<input type="checkbox"/> Request for Quote	<input checked="" type="checkbox"/> Request for Proposal												
Type of Preference	<input type="checkbox"/> Price is Determinative	<input checked="" type="checkbox"/> Price is Not Determinative													
Amount of Preference	LBE preference = 2.5% of Cost SBE preference = 2.5% of Cost	LBE preference = 5% of Points SBE preference = 5% of Points													
<p>In order to be considered for any preference you must fill out the following statement(s) under penalty of perjury.</p>															
Business Name															
Business Address															
Telephone No.															
Type of Business	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> LLP												
	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Other (explain)												
<p>*LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE In order to qualify as an LBE you must provide the following information:</p> <table style="width: 100%;"> <tr> <td style="width: 60%;">Current San Jose Business Tax Certificate Number</td> <td></td> </tr> <tr> <td>Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County:</td> <td></td> </tr> </table>				Current San Jose Business Tax Certificate Number		Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County:									
Current San Jose Business Tax Certificate Number															
Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County:															
<p>**SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. This number is for your entire business --NOT just local employees, or employees working in the office address given above.</p> <p>Please state the number of employees that your Business has: </p>															
<p>Based upon the forgoing information I am requesting that the Business named above be given the following preferences (<i>please check</i>): <input type="checkbox"/> Local Business Enterprise <input type="checkbox"/> Small Business Enterprise</p>															
<p>I declare under penalty of perjury that the information supplied by me in this form is true and correct.</p>															
<p>Executed at: _____, California</p> <p>Date: _____</p> <p>Signature _____</p> <p>Print name _____</p>															

**ATTACHMENT D
CITY OF SAN JOSE
CONSULTANT AGREEMENT
STANDARD TERMS AND CONDITIONS**

(Referenced exhibits not attached will be added to final agreement)

SECTION 1. SCOPE OF SERVICES.

CONSULTANT shall perform those services specified in detail in EXHIBIT A, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be from _____ to _____, inclusive, subject to the provisions of SECTION 11 of this AGREEMENT.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of CONSULTANT are to be completed according to the schedule set out in EXHIBIT B, entitled "SCHEDULE OF PERFORMANCE", which is attached hereto and incorporated herein. Time is of the essence in this AGREEMENT.

SECTION 4. COMPENSATION.

- A. The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed Dollars (\$0.00). The rate and schedule of payment is set out in EXHIBIT C, entitled "COMPENSATION," which is attached hereto and incorporated herein.
- B. CONSULTANT agrees that in the performance of this AGREEMENT, CONSULTANT shall adhere to City Council Policy 1-19, the following provisions of which are made applicable to this AGREEMENT:
1. It is the policy of the CITY that CITY's funds should not be used for the purchase of single-serving bottled water.
 2. The following circumstances shall constitute exceptions to City Council Policy 1-19:
 - a. Public safety emergencies, investigations and extended deployments or activation of the Office of Emergency Services.
 - b. High risk of cross-contamination with non-potable water.
 - c. Situations where there are no reasonable alternatives to bottled water, such as large public events and when large quantities of water may need to be distributed for health and safety reasons.
 3. CONSULTANT acknowledges and agrees that an invoice seeking reimbursement from CITY for the cost of single-serving bottled water under the exception referenced above in Subsection 2 (c) must be accompanied by a waiver form provided by CITY and signed by the department head of the CITY department administering this AGREEMENT.

SECTION 5. METHOD OF PAYMENT.

Each month, CONSULTANT shall furnish to the CITY a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONTRACTOR.

It is understood and agreed that CONSULTANT, in the performance of the work and services agreed to be performed by CONSULTANT, shall act as and be an independent contractor and not an agent or employee of CITY; and as an independent contractor, CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY.

The parties agree that the expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONSULTANT's obligations hereunder, without the prior written consent of CITY, and any attempt by CONSULTANT to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

CONSULTANT shall defend, indemnify and hold harmless CITY, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by CONSULTANT's officers, employees or agents. The acceptance of said services and duties by CITY shall not operate as a waiver of such right of indemnification.

SECTION 9. INSURANCE REQUIREMENTS.

CONSULTANT agrees to have and maintain the policies set forth in EXHIBIT D, entitled "INSURANCE," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Director of Human Resources or the Director's authorized designee ("Risk Manager") of the City of San José as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. CONSULTANT agrees to provide CITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 10. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.

SECTION 11. TERMINATION.

- A. CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.
- B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.
- C. CITY's _____ is empowered to terminate this AGREEMENT on behalf of CITY.

- D. In the event of termination, CONSULTANT shall deliver to CITY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT, and upon receipt thereof, CITY shall pay CONSULTANT for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. GOVERNING LAW.

CITY and CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 13. COMPLIANCE WITH LAWS.

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Without limiting the generality of the preceding sentence, CONSULTANT shall comply with the provisions of CITY's Business Tax Ordinance in Chapter 4.76 of the San José Municipal Code.

SECTION 14. ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY.

CONSULTANT agrees that, in the performance of this AGREEMENT, CONSULTANT shall perform its obligations under the AGREEMENT in conformance with City Council Policy 4-6, Environmentally Preferable Procurement Policy. A description for environmentally preferable procurement and the Policy can be found on the CITY'S website at the following link: <http://www.sanjoseca.gov/?nid=1774>.

Environmental procurement policies and activities related to the completion of work will include wherever practicable, but are not limited to:

- A. Use of recycled and/or recyclable products in daily operations (i.e. 30, 50, 100% PCW paper, chlorine process free; triclosan free hand cleaner, etc.)
- B. Use of Energy Star Compliant equipment.
- C. Vehicles and vehicle operations (i.e. Alternative Fuel, Hybrid, etc.)
- D. Internal waste reduction and reuse protocol(s).
- E. Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products, etc.

SECTION 15. CONFIDENTIAL INFORMATION.

All data, documents, discussions or other information developed or received by or for CONSULTANT in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by CITY, or as required by law.

SECTION 16. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or discovered by CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use.

SECTION 17. WAIVER.

CONSULTANT agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 18. CONSULTANT'S BOOKS AND RECORDS.

- A. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.
- B. CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.
- C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to CITY, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT. CONSULTANT acknowledges that under certain circumstances specified in California Government Code Section 8546.7, this AGREEMENT (if it involves an expenditure of \$10,000 or more of public funds) may be subject to examination and audit by the Auditor of the State of California pursuant to California Government Code Section 8546.7.
- D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, CITY may, by written request by any of the above-named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest.

SECTION 19. CONFLICT OF INTEREST.

[ALTERNATIVE 1 – if disclosure is NOT required]

CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT. As of the date of entering into this AGREEMENT, CONSULTANT's employees assigned to perform services as specified in EXHIBIT A of this AGREEMENT ("CONSULTANT's Assigned Employees") shall not be required to complete and file a Form 700 with CITY's Clerk. In the event that the CITY subsequently determines to require CONSULTANT's Assigned Employees to complete and file a Form 700 with CITY's Clerk, CITY will notify CONSULTANT in writing of such requirement, including without limitation, instructions regarding the categories of economic interests subject to disclosure on the Form 700 ("Form 700 Notice"). CONSULTANT shall cause CONSULTANT's Assigned Employees to

complete and file the Form 700 with CITY's Clerk and to submit a copy to [Insert Project Manager Name], in accordance with the instructions specified in the Form 700 Notice, no later than thirty (30) days of the date of the Form 700 Notice.

[ALTERNATIVE 2 – if disclosure IS required]

CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT. CONSULTANT's employees assigned to perform services as specified in EXHIBIT A of this AGREEMENT ("CONSULTANT's Assigned Employees") shall file an ASSUMING Office Disclosure Statement of Economic Interests (Form 700) as specified in EXHIBIT F, entitled "DISCLOSURE STATEMENT", which is attached hereto and incorporated herein. Such statement shall be filed within thirty (30) days of the date of this AGREEMENT and annually thereafter by the first of April. Upon termination of this AGREEMENT, CONSULTANT shall file a Leaving Office Disclosure Statement of Economic Interest (Form 700). CONSULTANT shall file the Form 700 with CITY's Clerk and submit a copy to [Insert Project Manager Name]. In addition to disclosure of financial interests, each employee is also subject to disqualification under the conflicts of interest prohibitions in the Political Reform Act §§ 87100 et seq. and Government Code Section 1090.

SECTION 20. GIFTS.

- A. CONSULTANT is familiar with CITY's prohibition against the acceptance of any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San José Municipal Code.
- B. CONSULTANT agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter.
- C. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this AGREEMENT by CONSULTANT. In addition to any other remedies CITY may have in law or equity, CITY may terminate this AGREEMENT for such breach as provided in SECTION 11 of this AGREEMENT.

SECTION 21. DISQUALIFICATION OF FORMER EMPLOYEES.

CONSULTANT is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San José Municipal Code ("Revolving Door Ordinance"). CONSULTANT shall not utilize either directly or indirectly any officer, employee, or agent of CONSULTANT to perform services under this AGREEMENT, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

SECTION 22. SPECIAL PROVISIONS.

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT F (or G, if applicable), entitled, "SPECIAL PROVISIONS", which is attached hereto and incorporated herein.

SECTION 23. NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To CITY:

To CONSULTANT:

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 24. VENUE.

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

SECTION 25. INTERPRETATION, PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. In the event that the terms specified in any of the Exhibits attached hereto conflict with any of the terms specified in the body of this AGREEMENT, the terms specified in the body of this AGREEMENT shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may be modified only by a written amendment duly executed by the parties to this AGREEMENT.

EXHIBIT D
INSURANCE

CONSULTANT, at CONSULTANT's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 including products and completed operations; and
2. The coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall also be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

There shall be no endorsement reducing the scope of coverage required above unless approved by the CITY's Risk Manager.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors & Omissions: \$1,000,000 per occurrence/Aggregate Limit.

C. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, employees, agents and contractors; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. The City of San José, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.
- b. CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of CONSULTANT's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided CITY, its officers, employees, agents, or contractors.
- d. Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage shall contain a waiver of subrogation in favor of the CITY, its officers, employees, agents and contractors.

2. Workers' Compensation and Employers' Liability

Coverage shall contain a waiver of subrogation in favor of the City of San José, its officers, employees, agents and contractors.

3. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. **Verification of Coverage**

CONSULTANT shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address or any subsequent address as may be directed in writing by the Risk Manager:

City of San José - Finance
Risk Management
200 E. Santa Clara Street, 14th Floor Tower
San José, CA 95113-1905

G. **Subcontractors**

CONSULTANT shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

ATTACHMENT E
PREVIOUS CUSTOMER REFERENCE WORKSHEET

Provide reference information for the product you are quoting and used in a manner and environment similar in size and scope to the requirements of this project. Copy this form as appropriate.

Name of Customer:	
Customer Address	
Customer Contact Name(s)	
Customer Contact Phone Number(s)	
Brief description of work performed for this client (use additional sheets if necessary):	

ATTACHMENT F

CONFLICT OF INTEREST FORM

To be completed by consultants making proposals.

NAME _____

DATE _____

PROPOSED ASSIGNMENT: _____

In order for the City to assess whether the personnel proposed to be assigned by the successful Proposer to work on the Proposed Assignment have a conflict of interest, this form must be completed by each person that the Proposer intends to assign.

Questions	Yes (Provide Details)	No
<p>1. Personal Relationships</p> <p>(a) Do you currently have or have had any official, professional, financial, or personal relationships with any person or firm associated with this assignment?</p> <p>(b) If yes, describe the type and extent of the relationship.</p> <p>(c) In your opinion, might this affect your judgment or your ability to execute this assignment in a fair and impartial manner?</p>		
<p>2. Stock and Investments</p> <p>(a) Do you own any stock in any company likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Does your spouse or a dependent own any stock in company likely to be affected by or involved in the Proposed Assignment?</p> <p>(c) Do you hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment?</p> <p>(d) Does your spouse or a dependent hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is yes to any of the above questions, please provide the name of the company and the amount of the stock or investment.</p>		
<p>3. Employment & Consulting</p> <p>(a) Is your spouse or a dependent employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Has your spouse or dependent been previously employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>(c) Have you been employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is yes to any of the above questions, please provide name of employer, nature of services provided and if the dates employed or retained.</p>		

<p>4. Payments or Gifts</p> <p>(d) Within the past 12 months, have you received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>(e) Within the past 12 months, has your spouse or a dependent received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is yes, please provide the amount the payment or value of the gift, the name and position of the payor/donor and the date of receipt.</p>		
<p>5. Real Estate</p> <p>(a) Do you own real property that is likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Does your spouse or a dependent own real property that is likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is yes, please provide the location of the property.</p>		
<p>6. Positions</p> <p>(a) Do you currently hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Does your spouse or a dependent hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is yes, please provide the name of the entity, and the title of the position held.</p>		
<p>7. Are you aware of any facts or circumstance that might give someone the impression that your participation in this process would create a conflict of interest?</p>		

If during the course of the assignment, any personal, external, or organizational impairments occur that may affect your ability to perform the work and report findings impartially, the undersigned will notify the respective Program Manager immediately.

Signature

Print Name

Date